

Attorney Docket No. DYOUN0256US

PATENT (OUS)

COMBINED DECLARATION AND POWER OF ATTORNEY
(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT)

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Title: **LOCATION AND MOVEMENT OF REMOTE OPERATED VEHICLES**

the specification of which

☐ is attached hereto, or

☒ was filed as United States Application or PCT International Application (give Express Mail label number and deposit date if Application number not yet known):

Application No.: 10/671,330
(Express Mail Label No.)

Filing Date: September 25, 2003
(Deposit Date)

Amended on (if applicable):

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations §1.56(a).

PRIORITY CLAIM

I hereby claim priority benefits under Title 35, United States Code, §119 of (i) any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed; and (ii) any United States provisional application(s) that is/are listed below.

☒ no such applications have been filed.

☐ such applications have been filed as follows.

**EARLIEST FOREIGN/PROVISIONAL APPLICATION(S), IF ANY FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED	
			Yes	No

**ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

POWER OF ATTORNEY

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (List name and registration number)

Armand P. Boisselle, Reg. No. 22,381; Warren A. Sklar, Reg. No. 26,373; Don W. Bulson, Reg. No. 28,192

The undersigned to this declaration and power of attorney hereby authorizes the U.S. attorney(s) named herein to accept and follow instructions from

Authorized representative: D. Young & Co., Briton House, Briton Street, Southampton SO14 3EB,
UNITED KINGDOM

as to any actions to be taken in the Patent and Trademark Office regarding this application without direct communication between the U.S. attorney(s) and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the U.S. attorney(s) will be so notified by the undersigned.

Send Correspondence To

Don W. Bulson, Esq.
Renner, Otto, Boisselle & Sklar, P.L.L.
1621 Euclid Ave., 19th Floor
Cleveland, Ohio 44115

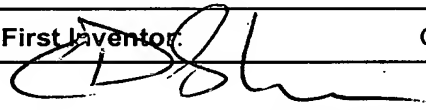
Direct Telephone Calls To:

(name and telephone number)

Don W. Bulson

(216) 621-1113

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Sole or First Inventor:		Chris D. Shelton	
Inventor's signature:		Date:	21 Nov 2003
Residence: (City & State/Country):	London, United Kingdom	Citizenship:	British
Post Office Address:	24 Copenhagen Street London N1 0JD UNITED KINGDOM		

Full Name of Additional Joint Inventor (if any):			
Inventor's signature:		Date:	
Residence: (City & State/Country):		Citizenship:	
Post Office Address:			

CHECK FOR ANY OF THE FOLLOWING ADDED PAGE(S) WHICH
FORM A PART OF THIS DECLARATION

- ☐ Signature for additional joint inventors.
☐ Added page to combined declaration and power of attorney for divisional, continuation, or continuation-in-part (CIP) application.
☒ This declaration ends with this page.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re PATENT application of:

Applicants: Chris D. Shelton
Serial No: 10/671,330
Filed: September 25, 2003
Title: LOCATION AND MOVEMENT OF REMOTE OPERATED VEHICLES

Art Unit:
Examiner:

Attorney Docket No. DYOUP0256US

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS AND EXCLUSION OF INVENTIVE ENTITY)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The assignee of the entire right, title and interest of the above identified patent application, by virtue of an assignment, [X] copy attached ☐ recorded in the Patent and Trademark Office at Reel <REEL>, Frame <FRAME>, hereby revokes all powers of attorney previously given and hereby appoints the following attorneys to prosecute and transact all business in the Patent and Trademark Office connected with the above referenced application and to the exclusion of the inventive entity or any prior assignees.

Don W. Bulson, Registration No. 28,192

Send correspondence and direct telephone calls to:

Don W. Bulson, Esq.
RENNER, OTTO, BOISSELLE & SKLAR
1621 Euclid Avenue, 19th Floor
Cleveland, Ohio 44115
Tel: 216-621-1113
Fax: 216-621-6165

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified below.

The undersigned further declares that he is empowered to act on behalf of the assignee, and that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

H2Eye (International) Limited

Date: 3/12/2003

By: P.C.M. Unwin
Name: P.C.M. UNWIN
Title: DIRECTOR

ATTORNEY DOCKET NO. DYOUN0256US

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on the 24 September 2003 BETWEEN

Chris D SHELTON, of BRITISH nationality, 24 Copenhagen Street, London N1 0JD, United Kingdom (hereinafter referred to as "Inventor")

H2EYE LIMITED, a corporation of the UNITED KINGDOM, having a place of business at 24-28 Hatton Wall, London EC1N 8JH, UNITED KINGDOM (hereinafter referred to as "H2EYE LIMITED") and

H2EYE (INTERNATIONAL) LIMITED, a corporation of BRITISH VIRGIN ISLANDS, having a place of business at PO BOX 3186, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS (hereinafter referred to as "H2EYE (INTERNATIONAL) LIMITED").

WHEREAS :-

- (A) The Inventor claims to have made the Invention entitled LOCATION AND OPERATION OF REMOTE OPERATED VEHICLES for which application for Letters Patent of the United States has been filed under US Application No. 10/671,330 on 25 September 2003 (hereinafter referred to as "the Invention");
- (B) The Invention has been made by the Inventor during the period of his employment with H2EYE LIMITED and in the course of his normal duties with H2EYE LIMITED and by virtue of the terms of his employment with H2EYE LIMITED, the Invention is to be taken as between H2EYE LIMITED and the Inventor to belong to H2EYE LIMITED; AND
- (C) H2EYE LIMITED agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to H2EYE (INTERNATIONAL) LIMITED together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. The Inventor HEREBY ACKNOWLEDGES that the Invention and all his/her rights therein including the right to apply for a patent or patents relating to the Invention belong to H2EYE LIMITED and HEREBY ASSIGNS TO AND CONFIRMS the vesting in H2EYE LIMITED of:
 - (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
 - (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.
2. In consideration of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, H2EYE LIMITED hereby assigns to H2EYE (INTERNATIONAL) LIMITED all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto H2EYE (INTERNATIONAL) LIMITED absolutely.
3. The Inventor hereby undertakes to H2EYE (INTERNATIONAL) LIMITED that he/she will at the expense of H2EYE (INTERNATIONAL) LIMITED execute all documents and do all such acts and things as H2EYE (INTERNATIONAL) LIMITED may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of H2EYE (INTERNATIONAL) LIMITED or its nominee free from all encumbrances and to enable or to assist H2EYE (INTERNATIONAL) LIMITED or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

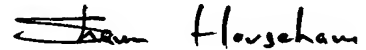
4. The Inventor hereby warrants to H2EYE LIMITED and to H2EYE (INTERNATIONAL) LIMITED:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
 - (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than H2EYE LIMITED or H2EYE (INTERNATIONAL) LIMITED except as directed by H2EYE LIMITED or H2EYE (INTERNATIONAL) LIMITED;
 - (c) that he/she will give to H2EYE LIMITED or H2EYE (INTERNATIONAL) LIMITED all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as H2EYE LIMITED or H2EYE (INTERNATIONAL) LIMITED shall require;
 - (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document the day and year first above written

SIGNED by the Inventor:



Chris D SHELTON

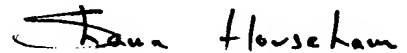


Witness

SIGNED for and on behalf
of H2EYE LIMITED:

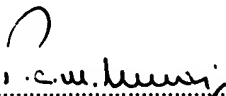


Chris D SHELTON
Director
H2EYE LIMITED



Witness


SIGNED for and on behalf
of H2EYE(INTERNATIONAL) LIMITED:



SIGNATORY NAME: P.C.M. UNWIN

SIGNATORY POSITION: DIRECTOR

H2EYE (INTERNATIONAL) LIMITED



Witness